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IN THE FOURTH JUDICIAL DISTRICT COURT
UTAH COUNTY, STATE OF UTAH
137 N. Freedom Blvd, Provo UT 84601

**IN THE MATTER OF THE
MARRIAGE OF:**

EMILY HUNSAKER,

Petitioner,

and

THOMAS SHAYNE HUNSAKER,

Respondent.

DECREE OF DIVORCE

Case: 254402139

Judge: Tony Graf Jr.

Commissioner: Marian Ito

Discovery Tier: 4

This matter came before the above-entitled court by way of pleading, seeking the court's entry of a Decree of Divorce. The Court having entered its Findings of Fact and Conclusions of Law, having fully considered the file and all matters herein, it is hereby

ORDERED, ADJUDGED AND DECREED:

DECREE OF DIVORCE

DECREE OF DIVORCE GRANTED. Petitioner is hereby awarded a Decree of Divorce from and against Respondent, on the grounds of irreconcilable differences, the same to become final and absolute upon signing by the court and entry by the clerk in the Registry of Actions.

1. Residency. The parties are bona fide residents of Utah County, State of Utah and has been for three months immediately prior to the filing of this action.

2. Marriage Statistics. Emily and Shayne were married on September 9, 2009 in the city of Springville, Utah County, Utah and are presently married.

3. Grounds. Since the marriage of the parties, there have arisen irreconcilable differences between the parties, making it impossible to continue the marital relationship.

4. Children. The parties are the parents of five (5) minor children: M.C.H., born July 2010; A.J.H., born February 2012; M.S.H., born October 2016; H.H.H., born May 2019; and J.L.H., born May 2021.

5. Jurisdiction. Utah has jurisdiction to make child custody and parent-time determinations pursuant to Utah Code Ann. §78B-13 *et seq.* (1953 as amended), in that Utah is the home state of the minor children at the time of commencement of this proceeding.

6. Child Custody. The parties are awarded joint legal and joint physical custody of the minor children.

7. Parent Time. Parent time shall be as the parties agree or as follows:

a. The parties agree that it is in the best interests of the children to remain in the marital home for a time after the divorce is entered, while having their parent time with each parent in a “nesting” scenario. The parties shall share equal time, alternating week on/week off. Whenever a party is exercising parent time, that parent shall have the right to reside in the home. By February 1, 2026, the parties may either come to a mutual agreement on Shayne’s visitation taking place outside the home, or shall attend mediation to address the issue.

b. The parties shall alternate holidays in accordance with U.C.A. §81-9-305. Emily shall be designated as the non-custodial parent for purposes of holiday allocation only.

8. Parenting Plan. The parties shall adopt the advisory guidelines found in U.C.A. §81-9-202 as their parenting plan, in addition to the following provisions:

a. First Right of Refusal. Parental care shall be presumed to be better than surrogate care. Each party shall be responsible to give the other party the first right of refusal to provide care for the children if they will be away from the children for overnight hours or more during his or her parent time. The party exercising the first right of refusal shall be responsible for all transportation.

b. Transportation. Transportation shall be as the parties may agree. If the parties cannot agree, the receiving parent shall provide transportation.

c. Communication. The parties shall communicate primarily by email and text message. All communication shall be civil and related to the children. Name-calling shall never be considered civil.

d. Travel. Each party shall be responsible to provide the other with an itinerary and contact information before travelling with the children.

e. Virtual Communication. Each party may have reasonable and uncensored phone contact with the children while they are with the other parent. The children may call either parent at any reasonable time.

f. Joint Decision-Making. The parties shall consult with each other regarding major decisions for the children, including elective medical care,

education, and religious upbringing. If the parties cannot reach an agreement, they shall return to mediation prior to either party seeking court intervention.

g. Sharing Information. Each party shall be entitled to directly access the children's medical, church, education, counseling, and other records. The parties shall share information with one another regarding the children's school, church, extracurricular, and other activities, medical care, counseling, and any other significant information.

h. Religious Upbringing. The parties shall support the children being raised in the Church of Jesus Christ of Latter-day Saints. The children shall continue to attend the same ward as they have historically until further agreement of the parties or order of the court.

9. Mutual Restraining Order.

a. Both parties are restrained from saying or doing anything that would tend to diminish the children's love and affection for the other parent, including, but not limited to, speaking derogatorily about the other parent in front of the children or speaking to the children about the issues in this case, or from attempting to influence the children's preference regarding custody or visitation. This includes any comments about the other parent's actions that may be construed as having a negative impact on the other parent's relationship with the children.

b. Both parties shall be supportive of the other party's role as a parent.

Neither parent shall attempt to alienate the children in any way from the other

parent. Both parents have an affirmative duty to co-parent the children in a way that promotes their best interest.

c. Both parties are restrained from discussing adult issues in front of the children or allowing a third party to do so. The parties are also restrained from discussing the children's relationship with the other parent in front of or with the children, or from questioning, interrogating, or otherwise "pumping" the children for information regarding what occurs when the children are with the other parent and from allowing any other person to do so.

d. Both parties are mutually restrained from harassing, annoying, or otherwise bothering the other party. This includes unreasonable contact between parent and child during the other parent's parenting time.

e. Both parties are restrained from using the likeness, image or credit of the other party for any purpose.

f. Both parties are mutually restrained from allowing third parties to do in front of the children what they themselves are prohibited from doing under this section, and shall have the affirmative duty to use his or her best efforts to prevent third parties from such violations, or shall remove the children from such circumstances.

10. Child Support. The parties are both currently unemployed and live off of savings. Emily's income is \$10,000 per month and Shayne's income is \$10,500 per month. The parties anticipate that after the property distribution indicated herein, they will continue to have no earned or nonearned income. On a joint

custody worksheet sharing 50/50 visitation, the child support is \$11.00 and therefore neither party has a child support obligation owing.

a. Reduction When Child Becomes 18. In accordance with Utah Code, §78B-12-219, the parties agree that when a child becomes 18 years of age or has graduated from high school during the child's normal and expected year of graduation, or any of the other reasons for adjustment under the code, whichever occurs later, the base child support award shall be automatically reduced to reflect the lower base combined child support obligation shown in the table for the remaining number of children due child support. The parties agree that the award shall not be reduced by a per-child amount derived from the base child support award originally ordered.

b. Extracurricular Activities. The parties shall share equally all school-related expenses, school lunches and extracurricular activities mutually agreed upon in writing.

11. Medical Expenses. In accordance with U.C.A. §81-6-202, insurance for the medical and dental expenses of the minor children shall be provided by the party who can obtain the best coverage, if it's available at reasonable cost.

a. Each parent shall share equally the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the insurance. The children's portion of the premium is a per capita share of the premium actually paid. The premium expenses for the children shall be calculated by dividing the

premium amount by the number of persons covered under the policy and multiplying the result by the number of children in the instant case.

b. Each parent shall share equally all reasonable and necessary uninsured medical, dental, orthodontia, eye care, counseling, prescriptions, deductibles, and copayments, incurred for the dependent children and actually paid by the parents.

c. The parent ordered to maintain insurance shall provide verification of coverage to the other parent upon initial enrollment of the dependent children, and thereafter on or before January 2, of each calendar year, if there is a change in the previous coverage or provider. The parent shall notify the other parent of any change of insurance carrier, premium, or benefits within 30 calendar days of the date he or she first knew or shall have known of the change.

d. The parent who incurs medical and dental expenses shall provide written verification of the cost and payment of medical and dental expenses to the other parent within 30 days of payment. The other parent will remit payment within 30 days of receipt of the verification. If neither party is able to secure said insurance at a reasonable cost, each party shall be responsible for the payment of one-half of all reasonable and necessary medical and dental expenses for the minor children as indicated.

12. Child Care Expenses. The parties shall share equally the cost of all reasonable work-related child care expenses for the minor children in accordance with U.C.A. §81-6-209.

a. The non-custodial parent shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense less any amounts previously paid.

b. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and, thereafter, on request of the other parent. The parent shall notify the other parent of any change of child care provider or the monthly expense of child care within 30 calendar days of the date of the change. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with these provisions.

c. Child care providers shall be state licensed or family members. Both parties shall approve all child care providers. Care provided by family members shall be assumed to be at no cost. There shall be no reimbursement between the parties for care provided by family members.

13. Alimony. Each party is fully capable of supporting themselves, and therefore, neither party shall be awarded alimony. Each party specifically waives the right to receive alimony from the other both now and in the future.

14. Real Property. The parties acquired real property during the marriage which shall be awarded as follows:

- a. 727 W. 250 S., Mapleton, UT 84664. Emily is awarded this as her sole and exclusive possession. Emily shall indemnify Shayne and hold him harmless as to any liability thereon. Until February 1, 2026, or further agreement or order of the court, the parties shall use this home for parent time as detailed above in the “Parent Time” provision.
- b. 1284 E. Middle Canyon Court, Mapleton, UT 84664. This property is currently under contract to be sold in the amount of \$2,225,000. Shayne shall be awarded the entirety of the proceeds of this sale.
- c. 1764 Cranberry Way, Springville, UT 84663. This property is premarital and Emily is awarded this as her sole and exclusive possession. Emily shall indemnify Shayne and hold him harmless as to any liability thereon.
- d. 1469 S. 110 E. Orem, UT 84058. This property is awarded to Shayne as his sole and exclusive possession. Emily shall indemnify Shayne and hold him harmless as to any liability thereon. Upon entry of the Decree of Divorce, Emily shall sign a quitclaim deed, surrendering any interest in the property to Shayne.
- e. 446 N., 460 E., Salem, UT 84653. Emily is awarded this as her sole and exclusive possession. Emily shall indemnify Shayne and hold him harmless as to any liability thereon.
- f. 558 E., 200 S., Price, UT 84501. Emily is awarded this as her sole and exclusive possession. Emily shall indemnify Shayne and hold him harmless as to any liability thereon.

15. Personal Property. Each party is awarded all personal property in his or her possession except as otherwise provided by the following:

Item:	Awarded To:
Chevy Truck	Shayne
Guns	Shayne
Safe	Shayne
GMC Denali	Emily
4 Wheelers	Shayne
Items in new shop (camping gear, tools, etc.)	Shayne
Piano	Emily

16. Financial Accounts. Each party is awarded any financial accounts held in their respective name. The parties shall cooperate to remove the other's name from joint accounts awarded herein and waives any interest in that account, with those remaining accounts divided as follows:

Account:	Awarded To:
Merrill Lynch #3268	Emily
UCCU #2510	Emily
Bank of America #7331	Emily

17. Property Settlement. Emily is expected to receive a payout of approximately \$4.4 million from the sale of iCare Home Health & Hospice. She shall be awarded the entirety of the payout.

18. Debts. The parties have acquired debts during the course of the marriage, which shall be divided as follows:

Debt:	Approximate Balance:	Responsibility of:
Merrill Lynch LOC	Balance	Emily
Emily's vehicle	Balance	Emily
RC Willey	Balance	Emily
Service Finance company	Balance	Emily

- a. Each party shall indemnify and hold the other party harmless for any liability associated with any debts assumed by that party.
- b. Each party shall be responsible for his or her own debts acquired since the date of separation.
- c. The parties understand that for joint debts upon the entering of the Decree of Divorce of joint debtors, the claim of a creditor remains unchanged unless otherwise provided by the contract, or until a new contract is entered into between the creditors and the debtors individually. The parties shall notify their respective creditors for joint debts regarding the court's division of debts, obligations, or liabilities, and regarding the parties' separate current addresses.

19. Retirement. Each party is awarded his or her own retirement and pension accounts.

20. Tax Exemptions. The parties shall evenly split the tax credits for the children. While there are five minor children, one party shall claim three in even-numbered years and the other claiming two during alternating years, with Shayne claiming three in even years. When there are four minor children, each party is entitled to claim two of the children for tax purposes each year. When three children remain, one party will claim two children and the other claim one during alternating years, with Shayne claiming two children in even years. When two children remain, the parties will each claim one child each year. When one child remains, the parties will alternate claiming the child each year, with Shayne

claiming the child in even years. If either party will not receive a benefit from claiming their child tax deductions during any given year, the deductions shall be awarded to the other party for that year.

21. Dispute Resolution. If a dispute arises between the parties, they shall return to mediation prior to filing an action in court other than an enforcement action.

22. Attorney's Fees and Costs. Each party will pay his or her own attorney's fees and costs.

23. Jurisdiction. The parties acknowledge jurisdiction of this court and consent thereto and agree that the court may enter judgment in accordance with the terms of this Stipulation.

24. Document Delivery. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of any order, decree or judgment entered herein. Shall a party fail to execute a document within 60 days of the entry of any order, decree or judgment, the other party may bring a Motion to Enforce at the expense of the disobedient party and seek that the Court appoint some other person to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 shall have the same effect as if executed by the disobedient party.

SO ORDERED

*****In accordance with the Utah State District Court's Efiling Standard No. 4, and URCP Rule 10(e), this Order does not bear the handwritten signature of the Judge, but instead**

displays an electronic signature at the upper right-hand corner of the first page of this Order.***

Approval as to form:

/s/ Andrew Giles

Andrew Giles

Attorney for Respondent

/s/ Amy Williamson

Amy Williamson

PGAL

(permission to affix electronic signatures obtained via email on 9/3/26)

SERVICE CERTIFICATE

I hereby certify that a true and correct copy of the foregoing *Decree of Divorce* was mailed, postage prepaid, or was sent via emailing or e-filing service on this 3rd day of September, 2026, to the following as indicated below:

Andrews Giles

Attorney for Respondent

Amy Williamson, PGAL

Attorney for minor children

/s/ Destini Townsend

Destini Townsend

Paralegal for Mary Kate Moss

Gravis Law, PLLC